1 Network Interconnection Methods and Interconnection Trunking Arrangements.

1.1 Network Interconnection Methods

1.1.1 Upon request by MCIm, Verizon shall provide Interconnection for the facilities and equipment of MCIm with Verizon's network for the transmission and routing of Telephone Exchange Service and Exchange Access at any Technically Feasible point within Verizon's network. The Interconnection must be at least equal in quality to that provided by Verizon to itself, any Verizon subsidiary, Verizon Affiliate, or any third party to which Verizon provides interconnection. Verizon shall provide interconnection on rates, terms and conditions that are just, reasonable and Non-Discriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act.

1.1.2 Verizon shall provide interconnection at any Technically Feasible point, by any Technically Feasible means, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIm originates local, intraLATA toll, or Meet Point Switched Access traffic and interconnects with Verizon.

1.1.3 If MCIm determines to establish new, or change existing, interconnection arrangements with Verizon, it will provide written notice of the need to establish or change such interconnection with Verizon.

1.1.3.1 MCIm will designate the Point or Points of Interconnection and determine the method or methods by which the Parties interconnect.

1.1.3.2 MCIm will determine the appropriate sizing for interconnection facilities based on mutual forecasts.

1.1.3.3 MCIm will designate Points of Interconnection (POI) demarcating the Parties' networks for purposes of maintenance and provisioning. Verizon will be responsible for engineering and maintaining its network on its side of the POI. MCIm will be responsible for engineering and maintaining its network on its side of the POI. "Point of Interconnection" is the physical point of Interconnection that establishes the technical interface, test point, and operational responsibility hand off between the Parties for the local interconnection of their networks.

1.2 Local Interconnection Trunking Arrangements.

1.2.1 LATA Wide Terminating Interconnection. MCIm may elect LATA Wide Terminating Interconnection with Verizon. Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single Verizon Tandem designated by MCIm for the termination of all Local Interconnection Traffic destined for any Verizon office in that LATA.

1.2.2 Tandem Level Terminating Interconnection. MCIm may elect Tandem Level Terminating Interconnection with Verizon. Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to each Verizon Access Tandem in a LATA in which MCIm originates Local Interconnection Traffic and interconnects with Verizon.

2 Points of Interconnection (POI) and Trunk Types

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2.2 Interconnection Trunking Arrangements.

2.2.1 The Parties will establish trunk groups to exchange local, intraLATA toll, and transit traffic (referred to in this Attachment as "Local Interconnection Trunk Groups").

2.2.2 The Parties will establish other interconnection trunk groups as may be required for the exchange of other traffic, including, but not limited to, Meet Point, 911, Operator Services, and Directory Assistance.

2.2.3 Either Party may order and establish interconnection trunk groups in addition to the initial combinations described above.

2.2.4 Unless otherwise agreed to, each Party shall deliver all traffic destined to terminate at either Party's Switch in accordance with the serving arrangements defined in this Agreement and the LERG.

2.2.5 It is recognized by the Parties that there is no technical requirement to segregate local and toll traffic from MCIm to Verizon, or from Verizon to MCIm.

2.2.6 Unless otherwise indicated in this Agreement or agreed to by the Parties, Local Interconnection Trunks will be provisioned and utilized as two-way trunks.

2.2.7 In the event the MCIm originating and/or terminating traffic volume between a Verizon End Office and a Verizon Tandem, which is carried by a common transport Local Interconnection Trunk group, exceeds 200,000 combined minutes of use per month: (a) if One-Way Interconnection Trunks are used, the originating Party shall promptly issue an ASR for a One-Way direct high-usage Local Interconnection Trunk group between the Verizon End Office and the originating Party's POI; or, (b) if Two-Way Local Interconnection Trunks are used, then MCIm shall promptly submit an ASR to Verizon to establish the Two-Way direct high-usage Local Interconnection Trunk group between that Verizon End Office and the POI and, in either case, the Party not issuing the ASR will comply with the establishment of the direct high-usage Interconnection Trunk group.

2.3 One Way Interconnection Trunks.

2.3.1. The publication "Telcordia Technical Publication GR-342-CORE; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combination" describes the specification and interfaces generally utilized by Verizon and is referenced herein to assist the Parties in meeting their respective Interconnection responsibilities.

2.3.2 If a Party elects, and the other Party agrees, to provision its own One Way trunks, that Party will be responsible for the expense of providing the transmission facilities supporting those trunks, in accordance with the terms of this Agreement. Where switch limitations in combination with use of Two-Way trunking would degrade service or materially inhibit traffic recording capability necessary for billing (which, as of the Effective Date Verizon understands to be applicable to certain of its DMS switches), a Party may elect to use One-Way trunks without the agreement of the other Party.

2.4 **Two-Way Interconnection Trunks.**

2.4.1 Where Two Way Local Interconnection Trunks may be used under the terms of this Agreement, prior to ordering any Two-Way Local Interconnection Trunks from Verizon, MCIm shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way End Office (as used herein, a/k/a Meet point A in certain jurisdictions) and Tandem (as used herein, a/k/a Meet point B in certain jurisdictions) Local Interconnection Trunks and the interface specifications (i.e., DS1 and DS3) at the Point of Interconnection (POI). At such Joint Planning Meeting, the information provided shall utilize an economic CCS equal to five (5). A Two-Way Local Interconnection Trunk must be installed from a Verizon End Office or Verizon Tandem to an appropriate POI (as such POI is determined under the terms of this Agreement).

2.4.2 On a semi-annual basis, MCIm shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Local Interconnection Trunks that MCIm anticipates that Verizon will need to provide during the ensuing two (2) year period.

2.4.3 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks.

2.4.4 Two-Way Local Interconnection Trunks shall have SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.

2.4.5 Two-Way Local Interconnection Trunk groups that connect to a Verizon access Tandem shall be engineered using a design blocking objective of Neal-Wilkenson B.005 during the average time consistent busy hour; Two-Way Local Interconnection Trunk groups that connect to a Verizon local Tandem shall be engineered using a design blocking objective of Neal Wilkenson B.01 during the average time consistent busy hour. Verizon and MCIm shall engineer Two-Way Local Interconnection Trunks using national standards.

2.4.6 MCIm shall determine and order the number of Two-Way Local Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Local Interconnection Trunk group. MCIm shall order Two-Way Local Interconnection Trunks by submitting ASRs to Verizon setting forth the number of Two-Way Local Interconnection Trunks to be installed, their

respective CFAs, and the requested installation dates within Verizon's effective standard intervals or negotiated intervals, as appropriate. MCIm shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.

2.4.7 Verizon may monitor Two-Way Local Interconnection Groups using service results for the applicable design blocking objective. If Verizon observes blocking in excess of the applicable design objective on any final Two-Way Local Interconnection Trunk group (which for the avoidance of any doubt, does not include blocking due to anomalies) and MCIm has not notified Verizon that it has corrected such blocking, Verizon may submit to MCIm a Trunk Group Service Request directing MCIm to remedy the blocking. Upon receipt of a Trunk Group Service Request, MCIm will, within five (5) business days, complete and submit to Verizon an ASR to augment such final Two-Way Local Interconnection Group in order to eliminate such blocking.

2.4.8 The Parties shall monitor usage on a Two-Way Local Interconnection Trunk group after 60 days from implementation of the trunk group. If utilization of a Local Interconnection Trunk group reaches a level of 80%, MCIm shall submit an ASR to add sufficient trunks to reduce the utilization level below 80%. Unless the Parties agree otherwise based on one of the Parties' anticipation that utilization will reach 60% within a reasonable amount of time, if usage of a Local Interconnection Trunk group falls below 60%, MCIm shall submit an ASR to remove sufficient trunks to increase the utilization level above 60%; provided that when removing trunks the Parties will retain sufficient trunks to maintain a margin for growth of fifteen percent (15%) to be calculated as follows: if a trunk group of 100 trunks has a utilization rate of 60%, the Parties agree to reduce the number of trunks in that group to 75 trunks. If MCIm does not submit an ASR to reduce the number of trunks as required by this subsection, after Verizon's request for such ASR, Verizon may disconnect sufficient trunks to increase the utilization level above 60%.

2.4.9 The standard on final Two-Way Local Interconnection Trunks shall be that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

2.4.10 Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and MCIm's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.

2.4.11 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Local Interconnection Trunk group and install One-Way Local Interconnection Trunks to the applicable POI. Additionally, subject to mutual agreement, the Parties may establish project intervals and a conversion process by which MCIm may request that Verizon convert existing One-Way Local Interconnection Trunk groups to Two-Way Local Interconnection Trunk groups.

2.4.12 If the Parties have established a primary high usage trunk group from an

End Office, the first route choice will be that trunk group. The Parties shall route Two-Way Local Interconnection Trunk traffic in accordance with Telcordia SR-TAP 191.

2.5 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between Verizon and MCIm are set forth in the Pricing Attachment of this Agreement. For two-way Local Interconnection Trunks that carry both Parties' traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities (in accordance with the terms of this Agreement setting forth the Parties' respective obligations to deliver traffic), based on the percentage of the total traffic originated by that Party. MCIm shall determine the applicable percentages four times per year based on the previous quarter's minutes of use billed by each Party. In addition, each Party shall be responsible for 50% of the applicable nonrecurring charges for transport facilities that are installed for two-way Local Interconnection Trunks.

2.6 **Joint Interconnection Trunk Groups.**

At either Party's request, the Parties agree to work cooperatively to determine the feasibility of combining Local Interconnection Trunk Groups and Access Toll Connecting Trunk Groups on single Interconnection Trunk Groups ("Joint Interconnection Trunk Groups"). Whenever the use of Joint Interconnection Trunk Groups is determined to be feasible by the Parties, and ordering and billing procedures have been established: MCIm may order new Joint Interconnection Trunk Groups in accordance with such ordering and billing procedures. In addition, at MCIm's written request, the Parties will work together in good faith to convert existing Local Interconnection Trunk Groups and Access Toll Connecting Trunk Groups into Joint Interconnection Trunk Groups; provided that the Parties will complete such conversions within an interval and at appropriate charges negotiated by the Parties.

3 Mid Span Fiber Meet

3.1 Mid-Span Fiber Meet - is an interconnection method whereby the Parties jointly establish a fiber optic facility system, with each Party providing the appropriate fiber optic terminal equipment located in its serving wire center designated by MCIm and the appropriate fiber optic cable strands between its serving wire center and a splice location designated by MCIm.

3.1.1 The Parties shall provision any Mid-Span Fiber Meet by initially allocating the use of the facilities equally, with half the facility channels allotted to the use of MCIm, and half of the facility channels allotted to the use of Verizon. Neither Party shall take any action that is likely to impair or interfere with the other Party's use of its allotted facilities.

3.1.2 If MCIm elects to interconnect with Verizon through a Mid-Span Fiber Meet arrangement, such arrangement shall utilize SONET protocol and provide the Parties multiple DS-3 interfaces or mutually agreed upon OC-n interfaces. In the event a Mid-Span Fiber Meet arrangement is utilized, unless the Parties agree otherwise, each Party agrees to bear all expenses associated with the purchase of appropriate equipment, materials, or services necessary to install and maintain such arrangement on its side of the fiber splice. The reasonably incurred construction and maintenance costs for a Mid-Span Fiber Meet established pursuant to this Section 3, including the forward-looking economic costs of embedded facilities (i.e., pre-existing facilities) used to

construct the Mid-Span Fiber Meet, will be shared equally (i.e., 50:50) between the Parties, unless otherwise agreed in writing. No other charges shall apply to either Party's use of its allotted facilities over such Mid-Span Fiber Meet arrangement for the term of the Agreement. Augments to the Mid-Span Fiber Meet shall be mutually agreed to by the Parties in writing. Either Party may purchase transport capacity on the Mid-Span Fiber Meet arrangement allotted to the other Party when the other Party has spare capacity. Spare capacity shall mean an existing unused DS3 facility between the Mid-Span Fiber Meet fiber optic terminals that the providing Party does not plan to use within the next twelve months immediately following the request for spare capacity. A Party must respond to a request for spare capacity from the other Party within ten (10) business days notifying the other Party whether the spare capacity exists. If spare capacity is available, the providing Party shall provision the spare capacity within thirty (30) business days from the date of the request if no significant equipment hardware and/or software additions or changes are required. If significant hardware and/or software additions or changes are required, the providing Party shall provision the spare capacity within a commercially reasonable time frame using commercially reasonable efforts to minimize the amount of time required to effectuate such required additions or changes, but in no event later than one hundred twenty (120) business days from the date of the request. After provisioning of the spare capacity is completed, the Party receiving the spare capacity may place orders for services using that spare capacity. Once orders are submitted by the Party receiving the spare capacity, the standard provisioning intervals will apply based on the types of services requested, provided that all necessary facilities beyond the Mid-Span Fiber Meet fiber optic terminals are available. The rate charged by one Party to the other Party for such spare capacity shall be no more than the rates set forth in the Pricing Attachment for UNE-Dedicated Transport.

3.1.3 The originating Party is responsible for transporting its traffic from the cross-connection device (e.g., DS-X or LG-X panel) serving the terminating Party's terminating electronics for the Mid-Span Fiber Meet to the POI that is applicable to the traffic which is being terminated. The originating Party shall provide or cause to be provided any transport needed to deliver its traffic to any such POI that is not within the same serving wire center as the Mid-Span Fiber Meet terminal equipment. The Parties will utilize one of the interconnection methods set forth in this Interconnection Attachment, as applicable, for any such additional transport.

3.1.4 In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement, the Parties agree to work together on routing, determining the appropriate facility system size (i.e., OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated interconnection trunking ("Implementation Provisions"). The Implementation Provisions shall be agreed to by the Parties in writing at the initial implementation meeting. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of

Section 14 of Part A of this Agreement shall apply. Unless otherwise mutually agreed, in order to delay the Mid-Span activation date required under this Section either Party must be granted a stay of the timeframe by the Commission. The activation date for a Mid-Span Fiber Meet arrangement or an augment to such arrangement, shall be established as follows: (i) the Mid-Span Fiber Meet facilities shall be activated within 120 days from the initial implementation meeting which shall be held within 10 business days of the receipt by Verizon of MCIm's complete and accurate response to the Verizon Mid-Span Fiber Meet questionnaire and (ii) the provisioning for the DS3 facilities and the trunk groups up to 10 new trunk groups or 1440 switched trunks, within 60 business days after the Mid-Span Meet facility system is activated. Intervals for quantities of trunks greater than the specified limits shall be negotiated by the Parties. The timeframes specified in this section are contingent upon MCIm's completing its milestones agreed to at the initial implementation meeting on time. If MCIm obtains dark fiber from a third party for its portion of the fiber optic cable, MCIm shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay Verizon's efforts to complete the interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber splice location will be located at a third-party premises is expressly conditioned on the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

3.1.5 Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.

3.2 Mid-Span Fiber Meet – interconnection of each Party's fiber cable at a location to which the parties have mutually agreed. Such arrangements, when at the request of Verizon, are subject to the mutual agreement of the Parties. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the fiber optic splice connection.

3.2.1 The Parties will work cooperatively in the selection of compatible transmission equipment.

3.2.2 Unless the Party's otherwise mutually agree, the SONET data control channel will be disabled.

3.3 For mid-span meets, except in those cases in which one Party may lease interconnection facilities from the other Party, there will be no compensation between the Parties for use of the interconnection facilities.

4 Initiating Interconnection

4.1 If MCIm determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which Verizon also offers Telephone Exchange Services and in which the Parties are not already interconnected pursuant to this Agreement, MCIm shall provide written notice to Verizon of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.2 Verizon shall respond to MCIm's request for interconnection within ten business days after the date of the request.

4.2.1 Verizon shall acknowledge in writing its receipt of MCIm's request for interconnection.

4.2.2 If interconnection is complicated by the presence of environmental contamination or other conditions and an alternative route is available, Verizon shall make the alternative route available for MCIm's consideration.

5 Transmission and Routing of Telephone Exchange Service Traffic

5.1 Scope of Traffic.

Section 5 prescribes parameters for Local Interconnection Trunks used for Interconnection pursuant to Sections 2 through 4 of this Attachment.

5.2 **Trunk Group Connections and Ordering.**

5.2.1 **Intentionally Left Blank.**

5.2.2 Each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party when ordering a trunk group.

5.2.3 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.

5.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups under its control and to augment those groups using generally accepted trunk engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk engineering techniques for trunks subject to this Attachment.

5.2.5 Switching System Hierarchy and Trunking Requirements. Each Party shall route traffic in accordance with the LERG.

5.2.6 Signaling. Each Party shall provide the other Party with signaling necessary for the routing and completion of the other Party's traffic in accordance with this Agreement.

5.2.7 The Parties shall work cooperatively to install and maintain efficient and reliable interconnection arrangements.

5.2.8 The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings.

6 Usage Measurement.

6.1 Each Party shall calculate terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party.

6.2 Measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

6.3 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the traffic exchange trunks at such time as the originating Switch is equipped for SS7, and from all switches no later than December 31, 1998. At such time as either Party has the ability, as the Party receiving the traffic, to use such CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or toll traffic, such receiving Party shall bill the originating Party the Local Traffic termination rates, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each minute of traffic for which CPN is passed, as provided in the Pricing Attachment and applicable Tariffs.

6.4 If, under the circumstances set forth in Section 6.3 of this Attachment, the originating Party does not pass CPN on up to ten percent (10%) of calls, the receiving Party shall bill the originating Party the Local Traffic termination rates, intrastate Exchange Access rates, intrastate/interstate transit traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in the Pricing Attachment and applicable Tariffs, for which CPN is passed. For the remaining up to ten percent (10%) of calls without CPN information, the receiving Party shall bill the originating Party for such traffic at Local Traffic termination rates, intrastate Exchange Access rates, intrastate/interstate transit traffic rates, or interstate Exchange Access rates applicable to each minute of traffic, as provided in the Pricing Attachment and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information.

6.5 If the originating Party fails to pass CPN on more than ten percent (10%) of calls, or if the receiving Party lacks the ability to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or toll traffic, the originating Party will supply an auditable Percent Local Usage (PLU) report quarterly, based on the previous three months' traffic, and applicable to the following three months. If the originating Party also desires to combine interstate and intrastate toll traffic on the same trunk group, it will supply an auditable Percent Interstate Usage (PIU) report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing PLU and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate measures for an agreed-upon period.

6.6 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds.

7 Reciprocal Compensation Arrangements

7.1 *Compensation for the Termination of section 251(b)(5) traffic.*

7.1.1 Reciprocal Compensation for section 251(b)(5) traffic.

7.1.1.1 Reciprocal Compensation for the exchange of section 251(b)(5) traffic is set forth in Appendix 1 of the Pricing Attachment and shall be assessed on a per minute-of-use basis for the transport and termination of such traffic.

7.1.1.2 The provisions of this Section 7.1 apply to reciprocal compensation for transport and termination of section 251(b)(5) Traffic. Section 251(b)(5) traffic is traffic originated by one Party and directed to the NPA-NXX-XXXX of a LERG-registered end office of the other Party within a Local Calling Area and any extended service area, as defined by the Commission. Section 251(b)(5) traffic does not include traffic to Internet Service Providers.

7.1.1.3 Rates for transport and termination of section 251(b)(5) traffic must be symmetrical. For the purposes of this Section 7.1, symmetrical means that the rates MCIm charges Verizon for the transport and termination of section 251(b)(5) traffic equals the rates Verizon charges MCIm for the same services.

7.1.1.4 The Parties shall bill each other the following rates for the transport and termination of section 251(b)(5) traffic.

7.1.1.4.1 Transport (where used) – compensation for the transmission and any necessary tandem switching of section 251(b)(5) traffic.

7.1.1.4.1.1 The rate for common transport is set forth in Appendix 1 of the Pricing Attachment. For the purposes of this Section 7.1, both Parties shall bill each other the average mileage of all end offices subtending the applicable Verizon tandem office.

7.1.1.4.1.2 Where MCIm's Switch serves a geographic area comparable to the area served by Verizon's tandem Switch, MCIm shall also charge Verizon for tandem switching in accordance with this Section 7.

7.1.1.4.2 Termination – compensation for the switching of section 251(b)(5) traffic at the terminating Party's end office Switch, or equivalent facility provided by MCIm.

7.1.1.4.2.1 The rate for local switching is set forth in Appendix 1 of the Pricing Attachment.

7.2 **Intentionally Left Blank**

7.3 **Traffic Not Subject to Reciprocal Compensation.**

7.3.1 **Intentionally Left Blank**

7.3.2 Reciprocal Compensation shall not apply to traffic that is not section 251(b)(5) traffic.

7.3.2.1 Identification of ISP-bound Traffic and section 251(b)(5) traffic. Traffic that originates on Verizon's network, that MCIm delivers to its customers, and that is in excess of a ratio of 3:1 of all of the section 251(b)(5) MOU that originates on MCIm's network for delivery by Verizon to Verizon's customers is presumed (subject to rebuttal) to be ISP-bound Traffic. The Parties further agree that such traffic that MCIm delivers for Verizon which is not in excess of a ratio of 3:1 of all of the MOU that Verizon's delivers for MCIm shall (subject to rebuttal) be billed by MCIm at the reciprocal compensation rates contained in Appendix 1 to the Pricing Attachment.

7.3.2.1.1 The Parties agree that (a) MOU originated by MCIm over inter-connection trunks between MCIm's local switches and Verizon's local network, and (b) MOU originated by MCIm over the Network Element Platform (UNE-P) leased from Verizon shall be included for purposes of the 3:1 ratio calculation described in Section 7.3.2.1.

7.3.2.1.2 The rebuttable 3:1 ratio will be computed by using the billing Party's recordings of calls originated from and terminating to its customers. When such recordings are unavailable from the facilities of the billing Party, call records supplied to the billing Party may be used for the ratio computation.

7.3.2.2 **Information Access Rates**. For the period beginning on June 14, 2001 and ending on December 13, 2001, the Party delivering ISP-bound Traffic will bill the Party originating this traffic an information access rate of $.0015 per minute of use (MOU). To the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the Party delivering ISP-bound Traffic will bill the Party originating this traffic an information access rate of $.001 per MOU. To the extent that this Agreement remains in effect, beginning on June 14, 2003, and ending on June 13, 2004, the Party delivering ISP-bound Traffic will bill the Party originating this traffic an information access rate of $.0007 MOU. The ISP Remand Order specifies that, in the event the FCC does not take further action within the final period during which the $.0007 per MOU information access is applicable to ISP-bound Traffic, that period will be extended until the FCC takes such further action. The Parties agree that the $.0007 per MOU information access rate will continue in effect for ISP-bound Traffic beyond June 13, 2004, if the FCC fails to take such further action by that date, to the extent this Agreement remains in effect during such period.

7.3.2.3 **Demand or Minutes of Use Cap**. For ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, the information access rates set out in Section 7.3.2.2 shall be billed by MCIm to Verizon on ISP-bound Traffic for MOU only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes, for which MCIm was entitled to compensation, that originated on Verizon's network and was delivered by MCIm during the first quarter of 2001, plus a ten percent growth factor. For ISP-bound Traffic exchanged during the year 2002, and to the extent this Agreement remains in effect during that year, the information access rates set out in Section 7.3.2.2 shall be billed by MCIm to Verizon on ISP-bound Traffic for MOU only up to a ceiling equal to the number of ISP-bound minutes, for which MCIm was entitled to compensation, originated on Verizon's network and delivered by MCIm for the year 2001, plus a ten percent growth factor. For ISP-bound Traffic exchanged during the year 2003, and to the extent this Agreement remains in effect during that year, the information access rates set out in Section 7.3.2.2 shall be billed by MCIm to Verizon on ISP-bound Traffic for MOU only up to a ceiling equal to the number of ISP-bound minutes, for which MCIm was entitled to compensation, originated on Verizon's network and delivered by MCIm for the year 2002.

7.4 **Other Types of Traffic.**

7.4.1 Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms, conditions, and rates of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 9 of this Attachment. In addition, terms and conditions for routing such traffic between the Parties shall be as set forth in this Agreement.

8 Meet Point Trunking Arrangements

8.1 The Parties shall establish two-way trunk groups for the joint provisioning of Feature Group B and Feature Group D ("FGB and FGD") Switched Access services ("Meet Point Interconnection Trunk Groups").

8.2 Meet Point Interconnection Trunk Groups will be established between MCIm's Switch and Verizon's Access Tandem. The Parties will establish separate trunk groups to each Verizon Access Tandem under which MCIm's NXXs home using DS-1 or DS-3 facilities separate from those used for Local Interconnection Trunk Groups.

8.3 Verizon shall, except in instances of capacity limitations, permit and enable MCIm to subtend the Verizon Access Tandem nearest to the MCIm rating point associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIm may subtend the next nearest Verizon Access Tandem in which sufficient capacity is available. The Meet Point billing percentages for each new rating point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

8.4 Common Channel Signaling (CCS) will ordinarily be utilized in conjunction with Meet Point Interconnection Trunk Groups; except that multi-frequency (MF)

signaling may be used on a separate Meet Point Interconnection Trunk Group for (i) originating or terminating FGB or FGD access due to equipment constraints or (ii) to complete originating calls to Switched Access customers that use MF FGD signaling protocol. MF and CCS Trunk Groups will not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.

8.5 Originating FGB calls delivered to Verizon's Tandem must use GR-317 signaling format unless the associated FGB carrier employs GR-394 signaling for its FGB traffic at the serving Access Tandem.

9 Compensation for the Termination of Meet Point Traffic

9.1 The Parties shall establish Meet Point Billing arrangements in order to provide Switched Access Services to IXCs via Verizon's Access Tandem Switches, in accordance with the Meet Point Billing guidelines (adopted by and either contained in, or upon approval to be added in the future to, the OBF's MECOD and MECAB documents, and as otherwise agreed to by the Parties and modified herein or, as appropriate, filed in the Parties applicable tariffs.)

9.2 For interstate and intrastate traffic, the Parties will charge IXCs in accordance with each Party's respective Switched Access tariffs.

9.3 Billing to IXCs for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/single tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIm is the Initial Billing Company ("IBC") and Verizon is the Subsequent Billing Company ("SBC"). The actual rate values for each element shall be the rates contained in each Party's respective Switched Access tariff.

9.4 The Parties shall maintain provisions in their respective federal and state access tariffs, or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Meet Point Billing percentages.

9.5 As detailed in MECAB and in this Agreement, the Parties shall, in accordance with accepted time intervals, exchange all information necessary to accurately, reliably and promptly bill IXCs for jointly provided Switched Access Services via the Meet Point Billing arrangement. Information must be exchanged in Exchange Message Interface ("EMI") format, on magnetic tape or via a mutually acceptable electronic file transfer method, at no charge.

9.6 Meet Point Billing also applies to all jointly provided traffic bearing the 800-like Toll Free Service NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an IXC. (When Verizon performs 800-like Toll Free Service database queries, Verizon will charge the 800-like Toll Free Service provider for the database query in accordance with standard industry practices and applicable tariffs.)

9.7 The Parties agree to coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

9.8 (Errors may be discovered by MCIm, the IXC, or Verizon.) Each Party agrees to make a good faith effort to provide the other Party with notification of any discovered errors within two business days after discovery but notwithstanding no later than thirty (30) days.

9.9 In the event of a loss of data, the Parties agree to cooperate to reconstruct the lost data within ten (10) days after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available.

9.10 The Parties shall provide each other with a list of the billing name, billing address, and Carrier Identification Codes (CICs) of all IXCs originating or terminating traffic at Verizon's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB. This information shall be exchanged on a one time basis with updates as necessary.

9.11 Verizon shall provide to MCIm its Switched Access Detail Usage Data (category 1101XX records) on magnetic tape, on a weekly basis, within ten days of the recording date. Subsequently, at a mutually agreed upon time frame, Verizon shall provide MCIm the category 1101XX records via electronic data transfer, e.g. CONNECT:Direct, on a daily basis, within ten days of the recording date.

9.12 Initially, MCIm shall provide to Verizon its Switched Access Detail Usage Data (category 1150XX records) on magnetic tape, on a monthly basis, within ten days after the last day of the billing period. Subsequently, at a mutually agreed upon time frame, MCIm shall provide Verizon the category 1150XX records via electronic data transfer, e.g., CONNECT:Direct, on a monthly basis, within ten days after the last day of the billing period.

9.13 When Verizon records Verizon intraLATA 800 usage on behalf of MCIm, Verizon shall send MCIm the category 1101XX records for such traffic in addition to the other category 1101XX records.

9.14 If category 1101XX records are not submitted by Verizon in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with MCIm's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not pay the bills, as a last order of recourse, Verizon will be liable to MCIm for the amount of lost revenue. In the rare event that cat 11-01 or cat 11-05 records are not exchanged between the Parties, both Parties will work cooperatively to reconstruct lost data. If such data is not recoverable, the Parties will work cooperatively to provide estimates to the other Party, to facilitate the billing to the IXCs.

9.15 If category 1150XX records are not submitted by MCIm in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with Verizon's Switched Access tariffs for estimating usage. One methodology could be to review the total minutes of use on the IXC subtending trunk group and distribute the traffic by IXC based on the percentage of traffic that each particular IXC has in the LATA. This estimate will be billed to the IXCs. If the IXCs do not

pay the bills, as a last order of recourse, MCIm will be liable to Verizon for the amount of lost revenue.

9.16 To the extent applicable, all rate elements will be billed in accordance with each Party's respective Switched Access Tariffs.

9.17 Interconnection for the Meet Point Billing arrangement shall occur at the Verizon access Tandems in the LATA, unless otherwise agreed to by the Parties.

9.18 Audits under this Section 9 shall be conducted as set forth in the Audit provisions of the General Terms and Conditions (Part A) of this Agreement.

9.19 In the event MCIm determines to offer Telephone Exchange Services in another LATA in which Verizon operates an access Tandem Switch, Verizon shall permit and enable MCIm to subtend the Verizon access Tandem Switch(es) designated for the Verizon End Offices in the area where the MCIm Routing Point(s) associated with the NPA NXX(s) to/from which the Switched Exchange Access Services are homed. Except as otherwise mutually agreed by the Parties, the meet point billing percentages for each Routing Point/Verizon Serving Wire Center combination shall be calculated according to the following formula, unless as mutually agreed to by the Parties:

a / (a + b) = MCIm Billing Percentage

and

b / (a + b) = Verizon Billing Percentage

where:

a = the airline mileage between MCIm Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Verizon serving Wire Center and the actual point of interconnection for the MPB arrangement.

9.20 MCIm shall inform Verizon of each LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of MCIm's delivery of notice to Verizon, Verizon and MCIm shall confirm the Routing Point/Verizon Serving Wire Center combination and billing percentages.

10 Toll Free Service Access Code (e.g., 800/888/877) Traffic

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/888/877) ("800") calls to the other Party.

10.1 When MCIm delivers toll free service access code calls that have been queried to an "800" database to Verizon for delivery.

10.1.1 to an IXC:

MCIm shall provide an appropriate EMI record to Verizon for processing and Meet Point Billing in accordance with this Agreement; and MCIm shall bill the IXC the MCIm query charge associated with the call.

10.1.2 to Verizon or another LEC that is a toll free service access code service provider in the LATA:

MCIm shall provide an appropriate EMI record to the toll free service access code service provider; and

10.2 MCIm's Tariffed Feature Group D ("FGD") Switched Exchange Access charges and the MCIm query charge shall be assessed to the toll free service access code service provider; and Verizon shall assess applicable Tandem Transit Service charges and associated pass through charges to toll free service access code service provider.

10.3 When Verizon delivers toll free service access code calls that have been queried to an "800" database, originated by Verizon's or another LEC's customers, to MCIm:

10.3.1 where the queried call is an intraLATA call that is handed off to MCIm in MCIm's capacity as a toll free service access code service provider:

10.3.2 Verizon shall bill MCIm the Verizon query charge associated with the call as specified in the Pricing Attachment; and

10.3.2.1 Verizon shall provide an appropriate EMI record to MCIm; and

10.3.2.2 Verizon's Tariffed FGD Switched Exchange Access charges shall be billed to MCIm, as applicable.

10.4 Unqueried Toll Free Service Access Code (e.g., 800/888/877) Traffic.

If MCIm chooses Verizon to handle toll free service access code (e.g., 800/888/877) ("800") database queries from MCIm's central office switches, all originating Toll Free Service calls for which MCIm requests that Verizon perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered over an appropriate trunk group capable of carrying GR-394 format.

10.4.1 When the 800 call is routed to an IXC:

10.4.1.1 Verizon will query the call and route the call to the appropriate IXC.

10.4.1.2 Verizon shall provide an appropriate EMI record to MCIm to facilitate billing to the IXC.

10.4.2 Verizon shall bill the IXC the Verizon query charge associated with the call and any other applicable Verizon charges.

10.4.3 When the 800 call is an IntraLATA call routed to Verizon or another LEC that is a toll free service access code service provider in the LATA:

10.4.3.1 Verizon will query the call and route the call to the appropriate LEC toll free service access code service provider.

10.4.3.2 Verizon shall provide an appropriate EMI record to MCIm to facilitate billing to the LEC toll free service access code service

provider.

10.4.3.3 Verizon shall bill the LEC toll free service access code service provider the query charge associated with the call and any other applicable Verizon charges.

10.5 Verizon will not direct unqueried toll free service access code call to MCIm.

11 Tandem Transit Traffic Service ("Transit Service")

11.1 Transit Service provides MCIm with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating customer is a customer of Verizon.

11.2 Transit Traffic may be routed over the Traffic Exchange Trunks described in Section 2. MCIm shall deliver each Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.

11.3 MCIm shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which Verizon terminates Telephone Exchange Service traffic (originated by MCIm) that transits a Verizon Tandem Office. Such arrangements shall provide for direct interconnection by MCIm with each such CLEC, ITC, CMRS carrier or other LEC, without the use of Verizon's Transit Service.

11.4 Except as set forth in this Section 11.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic volumes that exceed the CCS busy hour equivalent of 200,000 combined minutes of use to a particular CLEC, ITC, CMRS carrier or other LEC for any consecutive three (3) months (the "Threshold Level"). At such time that MCIm's Tandem Transit Traffic exceeds the Threshold Level, upon receipt of a written request from MCIm, Verizon shall continue to provide Tandem Transit Service to MCIm (for the carrier in respect to which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 11.6 hereof, MCIm shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in the Pricing Attachment, and (b) a monthly "Transit Service Billing Fee", as set forth in the Pricing Attachment. Upon MCIm's receipt of Verizon's notice that the Threshold Level has been reached with respect to a specific carrier, MCIm shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic agreement with such carrier for the purpose of seeking direct interconnection. If Verizon believes that MCIm has not exercised good faith efforts promptly to obtain such agreement, Verizon may use the Dispute Resolution processes of this Agreement. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to MCIm, MCIm shall continue to pay Verizon (i) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in the Pricing Attachment, and (ii) a monthly "Transit Service Billing Fee", as set forth in the Pricing Attachment. Nothing in this Section 11.4 restricts MCIm's rights to access unbundled Network Elements for the provision of Telecommunications Services, including local exchange service involving the exchange of traffic with third party carriers.

11.5 **Intentionally Left Blank.**

11.6 MCIm shall pay Verizon for Transit Service that MCIm originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

11.7 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.

11.8 Reciprocal Compensation shall not apply to Tandem Transit Traffic.

12 Signaling

12.1 **Signaling Protocol**. Unless otherwise indicated in this Agreement or specified by MCIm, the Parties will interconnect their networks using SS7 signaling as defined in Bellcore documents GR-905-CORE, Issue 1, March 1995, Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling, Bellcore Generic Requirements GR-317, Issue 1, February 1994 and GR-394, Issue 1, February 1994, including ISDN User Part (ISUP) for trunk signaling and Transaction Capabilities Application Part (TCAP) for CCS-based features in the Interconnection of their networks. Either Party may establish CCS Interconnections either directly or through a third party.

12.2 The Parties will provide CCS to each other in conjunction with all trunk groups supporting intraLATA, local, transit, and toll traffic. CCS will not be provided in conjunction with trunk groups supporting Operator Services (Call Completion and Directory Assistance), 911, or where CCS has not been deployed by the originating carrier. The Parties will cooperate on the exchange of TCAP messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers these features and functions to its own End Users. All CCS signaling parameters will be provided, including, but not limited to, Automatic Number Identification (ANI), originating line information (OLI), calling party category, Charge Number, etc. For terminating FGD, Verizon will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, the Parties will provide network signaling information such as Transit Network Selection (TNS) parameter, Carrier Identification Codes (CIC), CCS platform, and CIC/OZZ information (non-CCS environment) at no charge wherever this information is needed for call routing or billing. The Parties will generally conform to OBF adopted guidelines pertaining to TNS and CIC/OZZ codes.

12.3 Refer to the Network Elements Attachment, Section 11 for detailed terms of SS7 Network Interconnection.

12.4 Unless otherwise indicated in this Agreement, all interconnection facilities shall be 64Kbps Clear Channel Capability (CCC) and Extended Super Frame with Bipolar 8 Zero Substitution line coding (ESF B8ZS). Where ESF B8ZS is not currently available, MCIm may agree to use other interconnection protocols on an interim basis until the standard ESF B8ZS is available. Verizon shall, at a planning meeting between the Parties, provide any anticipated dates of availability for those areas where ESF B8Z5 is not available.

13 Forecasting.

13.1 The Parties shall meet at least twice per year to discuss traffic forecasts. To the extent possible, the meetings shall be coordinated to fit within each Party's respective capital budget cycle. At each forecast meeting, MCIm shall provide forecasts for one-way and two-way traffic. MCIm's forecasts for Verizon-originated traffic shall be based on DIXC data provided by Verizon to MCIm for both one-way and two-way trunks.

13.2 If, prior to the next regularly scheduled forecast meeting, the Parties discover that a forecast was in error by 50% or more, the Parties shall meet as soon as practicable to revise the forecasts.

13.3 If a forecast is agreed to by Verizon, the Parties will monitor trunk usage after 60 days from the implementation of the trunks pursuant to the forecast. If trunk utilization is 80% or more, then trunks will be added. If trunk utilization is 60% or less, then trunks will be removed to bring the utilization over 60%; provided, however, that, when removing trunks the Parties will retain sufficient trunks to maintain a margin for growth of fifteen percent (15%) to be calculated as follows: if a trunk group of 100 trunks has a utilization rate of 60%, the Parties agree to reduce the number of trunks in that group to 75 trunks.

13.4 If a forecast is not agreed to by Verizon, the Parties will wait 90 days after implementation of the trunks pursuant to the forecast, in order to allow usage levels forecasted by MCIm to be achieved. After this 90-day period, the trunk usage shall be adjusted as described above.

13.5 Grades of service for trunks shall be as described in this Agreement.

13.6 Unless otherwise specified in this Agreement, orders between the Parties to establish, add, change, or disconnect trunks shall be processed by use of an Access Service Request ("ASR") from MCIm to Verizon, using OBF standards.

13.7 At either Party's request, the Parties shall work cooperatively to coordinate major large network interconnection projects that require related work activities between and among Verizon and MCIm work groups, including but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point Trunk Groups and service in a new area, NXX code moves, re-homes, facility grooming, or network rearrangements. Major projects will be provisioned within a reasonable time.

13.8 MCIm and Verizon agree to exchange escalation lists which reflect contact personnel, including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. MCIm and Verizon agree to exchange an up-to-date list promptly following changes in personnel or information.

13.9 The Parties shall cooperate with each other to test all trunks prior to turn up.

13.10 **Trunk Forecasting.**

13.10.1 Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities or equipment become available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. The forecasts shall include:

13.10.2 Yearly forecasted trunk quantities to each of Verizon's End Offices and access Tandem Office(s) affected by the exchange of traffic (which include measurements that reflect actual Tandem and End Office Local Interconnection and meet point trunks and tandem-subtending Local Interconnection End Office equivalent trunk requirements for no more than two years (current plus one year) by traffic type (local/toll, operator services, 911, etc.), Access Carrier Terminal Location (ACTL), interface type (e.g., DS1), and trunks in service each year (cumulative);

13.10.3 The use of A location/Z location Common Language Location Identifier (CLLI-MSG), which is described in Bellcore documents BR 795-100-100 and BR 795-400-100; and

13.10.4 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.

13.11 **DIXC Traffic Data**. Each Party shall provide the other Party Data Interexchange Carrier (DIXC) traffic data for Local Interconnection Trunk groups terminating in the other Party's network.

13.11.1 DIXC traffic data will be comprised of the following:

(a) Usage (total usage measured in centum call seconds).

(b) Peg Count (Peg count of originating call attempts including overflow).

(c) Overflow (Peg count of originating call attempts failing to find an idle trunk).

(d) Maintenance Usage (total maintenance usage measured in centum call seconds).

(e) Maintenance Busy Counts (total count of trunks made maintenance busy).

13.11.2 DIXC traffic data shall be collected as follows:

(a) Hourly on the clock hour.

(b) 24 hours per day (0000-2400).

(c) Seven days per week, Sunday through Saturday (including holidays).

(d) 52 weeks per year.

13.11.3 The Parties will provide DIXC traffic data in a mutually agreed upon format.

14 Number Portability.

14.1 Scope.

14.1.1 Each Party acknowledges that its offices in Verizon's former Bell Atlantic territory are 100% LNP capable in the Commonwealth of Virginia. In areas where either Party has not deployed LNP in all offices, the Parties shall negotiate terms for Interim Number Portability ("INP") in accordance with rules and regulations prescribed from time to time by the FCC and the Commission, and the Parties respective company procedures. The Parties shall provide Long-Term Number Portability ("LNP") in accordance with the Applicable Law and this Agreement. In connection with all methods of moving customers' telephone numbers from one Party's switch to the other Party's switch, the Parties will use reasonable efforts to minimize impairment of functionality, quality, reliability and convenience to end users.

14.1.2 **End User Line Charge**. Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge is in accordance with Applicable Law as filed in Verizon's applicable FCC Tariff, as appropriate.

14.2 **Procedures for Providing LNP.**

14.2.1 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties will work cooperatively to implement and follow the LNP ordering procedures established at the Ordering and Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.

14.2.2 A customer of one Party ("Party A") elects to become a customer of the other Party ("Party B"). The customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received the legally mandated form of authorization, if any, from a customer and sends a LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain proof of an end user's authorization, and Party A may request, upon an end user's complaint or as required by Applicable Law, such proof.

14.2.3 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's customer.

14.2.4 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers

from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer.

14.2.5 **Porting of Suspended Lines**. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status.

14.2.6 **Splitting of Number Groups**. If blocks of subscriber numbers (including, but not limited to, DID numbers and Centrex groups) are split in connection with an LNP request, the Parties shall permit such splitting. Verizon and MCIm shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers.

14.2.7 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

14.2.8 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

14.2.9 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in Section 14.2.10, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

14.2.10 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. Telephone numbers in NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

14.2.11 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will perform the LNP database routing query

function for the other Party in the event that either Party is unable to perform this function for a call to a number in a portable NXX.

14.3 **Procedures for Providing NP Through Full NXX Code Migration.**

Where a Party has activated an entire NXX for a single customer, or activated at least eighty percent (80%) of an NXX for a single customer, with the remaining numbers in that NXX either reserved for future use by that customer or otherwise unused, if such customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. In addition, where a Party has activated a significant portion of an entire NXX for a single customer, and that customer chooses to receive Telephone Exchange Service from the other Party, the Parties shall cooperate to determine if that NXX should be reassigned in the LERG. Any such transfer (either upon agreement of the Parties or as may be ordered pursuant to the dispute resolution process) will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

14.4 **Cut-overs.**

Verizon and MCIm shall cooperate in the process of porting numbers consistent with those guidelines as specified in the Local Number Portability Guidelines of the OBF. Both Parties shall perform LNP switch translations so as to limit end user service outage. Verizon and MCIm will mutually agree upon a cut-over time, for LNP where no 10-digit trigger is used, prior to the actual conversion. For orders that are coordinated, either Party may request a specific conversion time. Further, during the process of porting a customer using LNP, Party A shall, except in instances where there is no central office line equipment associated with the telephone number (e.g., DID, Remote Call Forwarding, Distinctive Ringing – in which cases the Parties shall coordinate the cutover), implement the ten-digit trigger feature. When Party A receives a request to port a telephone number, Party A shall apply the ten-digit trigger to the porting subscriber's line prior to the confirmed due date. The timing for removal of the line translations and the unconditional ten-digit trigger by Party A, will not occur before 11:59 p.m. of the confirmed due date. The ten-digit trigger must not be removed until the switch translations are changed to reflect the disconnect.

14.4.1 For a coordinated LNP cutover order, Verizon will call MCIm one (1) hour before the scheduled time to obtain the go ahead from MCIm. If MCIm is not ready then Verizon will hold the order and await a supplemental order from MCIm to reschedule or cancel the cut-over. If MCIm gives Verizon the go ahead, Verizon will use its best efforts to commence conversion within 30 minutes of the agreed time.

14.4.2 For a non-coordinated LNP cutover order, MCIm must contact Verizon by 7:00 p.m. of the due date to stop the work of porting a number described in this Section 14. Verizon shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to insure service outage experience by End Users is minimal. If order due date is within 48 hours of the requested change, in addition to sending the LSR supplemental order to make the change,

MCIm should verbally advise the RCCC or NOMC of the change.

14.4.3 The processes described in this Section 14 are subject to the change management process.

14.5 **Responsibilities of Underlying Network Provider.**

14.5.1 Coordination with Underlying Network Provider. If the Old Service Provider does not provide the end user's services exclusively through a network owned, operated and controlled by the Old Service Provider (e.g., where the Old Service Provider is providing the end user's services on a resale basis), the New Service Provider shall coordinate all activities between the Old Service Provider and the Underlying Network Provider consistent with applicable OBF guidelines and applicable state regulatory mandates (for example, NYPSC Docket 0188).

14.6 **Cost Recovery for LNP.**

14.6.1 The Parties shall comply with any and all Applicable Law regarding the ability to charge for the requests for or provision of LNP. Pursuant to the FCC rules and regulations regarding LNP, each Party shall bear its own costs in connection with requests for and provision of LNP.

15 Network Management.

15.1 **Protective Protocols**

Either Party may use protective network traffic management controls such as 3, 7, and 10 digit network controls on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, Switch congestion or failure, or focused overload. MCIm and Verizon shall promptly notify each other of any significant protective control action executed.

15.2 **Expansive Protocols**

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCIm and Verizon shall promptly notify each other of any significant protective control action executed.

15.3 **Mass Calling**

Per ATIS (Alliance of Telecommunications Industry Standards) guidelines, MCIm and Verizon shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

15.4 **High Volume Calling Trunk Groups**

The Parties will cooperate to establish separate trunk groups for the completion of calls to high volume customers, such as radio contest lines.

16 Responsibilities of the Parties.

16.1 Verizon and MCIm agree to treat each other fairly and Non-Discriminatorily for all items included in this Agreement, or related to the support of items included in this Agreement.

16.2 Either Party may request an audit of usage reports in accordance with the audit provisions set forth in Part A of this Agreement.

16.3 MCIm and Verizon shall:

16.3.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

16.3.2 Notify each other when there is any material change affecting the service requested, including the due date.

16.3.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

16.3.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

16.3.5 Advise each other if there is an equipment failure which may affect the interconnection trunks.

16.3.6 Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be promptly provided to the other Party.

16.3.7 Provide to each other test-line numbers to enable testing of interconnection trunks.

16.3.8 The Parties will work cooperatively to coordinate repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.